

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LAZARO SANCHEZ, both individually	:	
and on behalf of a class of others similarly	:	
situated,	:	Civil Action Number:
	:	2:15-CV-3391 (MCA/LDW)
Plaintiff,	:	
	:	
v.	:	
	:	
ESSEX COUNTY,	:	
	:	
Defendant.	:	

SETTLEMENT AGREEMENT

The Plaintiff, Lazaro Sanchez (“Sanchez”), by and through his counsel, and the Defendant, Essex County (the Plaintiff and the Defendant together, the “Parties”), by and through their counsel, hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for settlement of the claims herein described against the Defendant.

WHEREAS, Plaintiff filed the above-captioned class action lawsuit against the Defendant, Essex County, alleging that Defendant had violated Plaintiff’s constitutional rights by illegally strip searching him and others similarly situated upon entry into the Essex County Correctional Facility.

WHEREAS, Plaintiff further alleges that, Essex County has a uniform policy and practice of conducting strip searches on all detainees that enter the custody of the Essex County Correctional Facility, in violation of the U.S. Constitution and the New Jersey Strip Search Statute. N.J.S.A. 2A:161A-1. Plaintiff contends that (1) Essex County’s policy and practice of conducting blanket strip searches of detainees charged with non-indictable offenses violates the

New Jersey Strip Search statute, (2) Essex County's policy and practice of strip searching individuals charged with non-indictable offenses violates the Fourth Amendment when the searches are conducted prior to the detainee having had an opportunity to be arraigned and contest their detention, and (3) Essex County's policy and practice of strip searching male detainees in groups, in an open shower room, violates the Fourth Amendment.

WHEREAS, Defendant has denied and continues to deny Plaintiff's claims, and Defendant denies any wrongdoing or liability of any kind to Plaintiff or to any members of the class (as defined hereinafter).

WHEREAS, the Parties to this Settlement Agreement have conducted and are continuing to conduct a thorough examination and investigation of the facts and law relating to the matters in this litigation and that such examination included documentary discovery in the course of the litigation.

WHEREAS, Defendant has concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and completely all pending and potential claims of the Plaintiff and all members of the class relating to alleged conduct involved in this litigation.

WHEREAS, Plaintiff and Class Counsel recognize the costs and risks of prosecuting this litigation, and believe that it is in their interest, and the interest of all Class Members, to resolve this litigation, and any and all claims against Defendant, as well as all employees of the Essex County who may have devised, promulgated or enforced the policy or participated in the conduct that is the subject of this Settlement Agreement.

WHEREAS, substantial, adversarial settlement negotiations have taken place between the Parties, including several settlement conferences conducted by United States Magistrate Judge

Leda D. Wettre, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein.

WHEREAS, the Parties believe that this Settlement Agreement offers significant benefits to members of the proposed class and is fair, reasonable, adequate and in the best interest of putative class members.

WHEREAS, this Settlement Agreement is made and entered into by and among Defendant and Plaintiff, individually and on behalf of a class (the “Class”) of similarly situated persons (the “Class Members”), defined, for settlement purposes, as:

All detainees who were placed into the custody of the Essex County Correctional Facility after being charged with non-indictable offenses such as summary violations, violations of probation for non-indictable crimes, traffic infractions, civil commitments or other minor crimes, including failure to pay fines, and were strip searched upon their entry to the Essex County Correctional Facility. Specifically excluded from the class are Defendant and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

The Class Period commences on May 15, 2013, and ends on January 1, 2018.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Claim Form. “Claim Form” shall mean a form in substantially the same form as that attached hereto as Exhibit A.

B. Claims Period. “Claims Period” shall mean the time period during which claims may be made by Class Members, extending from the Notice Date until the date 120 days thereafter, including weekends and holidays, provided that if the last day of the Claims Period

falls on a weekend or Federal holiday, then the end of the Claims Period shall be the next following day that is not a weekend or Federal holiday.

C. Class Counsel. “Class Counsel” shall mean: Cuneo Gilbert & LaDuca, LLP, Washington, DC, The Law Offices of Elmer Robert Keach, III, PC, Amsterdam, New York, and Friscia & Associates, Newark, New Jersey.

D. Class Notice. “Class Notice” shall mean the Court-approved form of notice in substantially the same form as Exhibit B

E. Class Representative: “Class Representatives” shall mean Plaintiff Lazaro Sanchez.

F. Class Settlement. “Class Settlement” shall mean the terms provided in this Settlement Agreement.

G. Court. “Court” shall mean the United States District Court for the District of New Jersey, The Honorable Lena D. Wettre presiding, or her duly appointed or designated successor.

H. Defendant. “Defendant” shall mean the Essex County.

I. Defendant’s Counsel. “Defendant’ Counsel” shall mean the Office of the Essex County Counsel, Newark, New Jersey.

J. Distribution Amount. “Distribution Amount” shall mean the amount available to the Class Members from the Settlement Fund after payment of the costs of notice and administration of the Settlement, attorneys’ fees and expenses, and incentive award to the Class Representatives.

K. Effective Date. “Effective Date” shall mean the later of thirty days from the date on which the Settlement has been finally approved by the Court, or thirty days from the date on which any appeals from final approval are resolved.

L. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Judgment.

M. Final Judgment. “Final Judgment” shall mean that Court Order that, approves this Settlement Agreement, approves payment of attorneys’ fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement, in substantially the same form as Exhibit C.

N. Litigation. “Litigation” shall mean the above-captioned lawsuit pending in the United States District Court for the District of New Jersey as *Lazaro Sanchez vs. Essex County*, Docket No. 2:15-cv-03391-LDW.

O. Notice Program. “Notice Program” shall mean the program for disseminating the Class Notice to Settlement Class Members, including public dissemination of the Summary Notice, in accordance with the terms herein.

P. Notice Date. “Notice Date” shall mean the date upon which Class Notice is mailed to known Class Members in accordance with the terms herein.

Q. Objection Date. “Objection Date” shall mean the date agreed upon by the Parties or otherwise ordered by the Court by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

R. Opt-Out Deadline. “Opt-Out Deadline” shall mean the date agreed upon by the Plaintiff and Defendant or otherwise ordered by the Court by which any Settlement Class Members who do not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

S. Opt-Out List. “Opt-Out List” shall mean a written list prepared by the Settlement Administrator of the names of all Settlement Class Members who submit timely Requests for Exclusion or Opt-Out Notices.

T. Opt-Out Notice. “Opt-Out Notice” or “Opt-Out” shall mean a Request for Exclusion.

U. Parties. “Parties” shall mean the Plaintiff and Defendant.

V. Plaintiff. “Plaintiff” shall mean Lazaro Sanchez.

W. Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit D.

X. Release. “Release” shall mean the release described in Section VII herein.

Y. Released Claims. “Released Claims” shall mean and include any and all claims or causes of action by or on behalf of any and all Settlement Class Members (and their predecessors, successors, heirs, administrators, executors, agents, trustees, representatives, and assigns) that are released by the Release described in Section VII herein.

Z. Released Parties. “Released Parties” shall mean all persons or entities against whom Released Claims will be released pursuant to the Release described in Section VII herein.

AA. Request for Exclusion. “Request for Exclusion” shall mean any request by any Settlement Class Member for exclusion from the Settlement Class in compliance with Section V herein.

BB. Settlement. “Settlement” shall mean the agreement by the Plaintiff and Defendant to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

CC. Settlement Administrator. “Settlement Administrator” shall mean the qualified party selected by the Plaintiff and Defendant and designated in the Preliminary Approval Order to administer the Settlement, including implementing the Notice Program and administering the Settlement Website. Neither Plaintiff nor any other of the Defendant shall have any responsibility for any acts or omissions of the Settlement Administrator. The parties have agreed to select Rust Consulting as the Settlement Administrator.

DD. Settlement Agreement. “Settlement Agreement” shall mean this Settlement Agreement, including any amendment hereto pursuant to Section X.D hereof, and all the exhibits attached hereto.

EE. Settlement Fund. “Settlement Fund” shall mean a fund, governed by terms to be agreed to between Class Counsel and Defendant’ Counsel, which shall be placed in an escrow account and utilized to administer the monetary requirements of the Settlement. The Settlement Fund will be established by Class Counsel and entitled the “Essex County Qualified Settlement Fund” and treated as trust fund monies under relevant New Jersey ethical standards.

FF. Settlement Amount. “Settlement Amount” shall mean the amount of up to Five Million Six Hundred Eighty-Seven Thousand Five Hundred Dollars (\$5,687,500.00) to be paid by or on behalf of the Defendant. The actual Settlement Amount will be calculated after the Claims Period has ended.

GG. Settlement Website: The Settlement Administrator will establish a website to provide information about the settlement with a World Wide Web address of www.essexcountystripsearch.com, or something substantially similar.

HH. Strip Search. For purposes of this Settlement Agreement, “Strip Search” means the removal or rearrangement of clothing for the purpose of visual inspection of the person's

undergarments, buttocks, anus, genitals or breasts, including but not limited to a visual inspection taking place during a supervised shower and/or application of a delousing spray to the person's body.

II. Summary Notice. "Summary Notice" shall mean a notice in substantially the same form as that which appears at Exhibit E.

II. REQUIRED EVENTS

A. Promptly after execution of this Settlement Agreement by all Parties:

1. Class Counsel and Defendant's Counsel shall use their best efforts to cause the Court to enter the Preliminary Approval Order and the Final Judgment in substantially the forms attached hereto as Exhibits D and C, respectively.

2. The Parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in substantially the same form as Exhibit D, which by its terms shall:

a. Preliminarily approve the terms of the Settlement Agreement, including the certification of the Class for purposes of this Settlement Agreement, as within the range of fair, reasonable and adequate settlements for purposes of issuing notice;

b. Approve the contents of the Class Notice and methods in the Notice Plan;

c. Schedule a Final Approval Hearing to review comments regarding the proposed Class Settlement and to consider the fairness, reasonableness, and adequacy of the proposed Class Settlement and the application for an award of attorneys' fees and reimbursement of expenses, and to consider whether the Court should issue a Final Judgment (in substantially the same form as Exhibit C) approving the Class Settlement, granting Class Counsel's

application for fees and expenses, granting the Incentive Award application of the Class Representative, and dismissing the Litigation with prejudice.

3. Class Counsel and Defendant's Counsel will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Judgment.

4. In the event that the Court fails to issue the Preliminary Approval Order or fails to issue the Final Judgment, Class Counsel and Defendant's Counsel agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court; provided, however, that in no event shall Defendant be required to agree to any such cure that would increase the cost or burden of the Settlement Agreement to such Defendant.

5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby. Any disputes regarding the Parties' obligations under this paragraph shall be submitted for decision by the Mediator and his decision shall be binding on the Parties.

III. SETTLEMENT TERMS

1. The Essex County Correctional Facility has not been conducting blanket strip searches on Class Members since January 2018 and has agreed not to conduct such blanket strip searches as long as the state of the law does not change.

2. Essex County acknowledges that it revised its strip search policies in part because of the institution and prosecution of this action.

A. Settlement Fund

1. Defendant will cause to be paid into the Settlement Fund an estimated sum that in no event will exceed \$5,687,500. Payment into the Settlement Fund shall be in accordance with the Plan of Distribution, the steps of which, amounts due, and distribution of will follow Court approval of such amounts.

2. Within thirty days of the entry of the Preliminary Approval Order, Defendant shall pay into the Settlement Fund the amount of \$300,000 (the “Initial Contribution”) to be used by the Settlement and Website Administrators to cover the initial costs of Notice and administration of the Settlement. If this full amount is not used, the balance will revert back to Defendant/Defendant’s insurers. If the amount exceeds the estimated \$300,000, it will be taken from the remainder of the Settlement Fund. If, at any time, whether by order of any court or because of any Defendant exercising any option to withdraw, the Settlement does not become final, then any unspent money remaining from the Initial Contribution shall be returned to Essex County and/or its insurers who have contributed to the Settlement Fund, with no obligation on the part of any party to repay any portion of the money actually spent.

3. Defendant’s remaining monetary obligation will be deposited into the Settlement Fund by the Effective Date in accordance with the Plan of Distribution, the steps of which, amounts due and distribution of will follow Court approval of such amounts, by either wire transfer or check.

4. All administrative expenses, including the costs of Settlement administration, website administration and the provision of notice to Class Members, as well as the amounts awarded by the Court for attorneys’ fees and costs, and an incentive award to the Class Representative, will be deducted from the Settlement Amount prior to determining the

“Distribution Amount.” In no event shall Defendant be liable for any amount in excess of \$5,687,500.00.

B. Settlement Administrator.

1. The parties agreed to select Strategic Claims Services as the Settlement Administrator. Defendant shall pay the reasonable bill of Strategic Claims Services. This Bill will be paid both from the Initial Contribution and, if necessary, at the end of the settlement should sums be due to Strategic Claims Services. In the event that the services of Strategic Claims Services require a payment of more than \$300,000, these fees will be paid at the end of the settlement claims period from the settlement fund.

2. Defendant shall also pay the reasonable bill of RGII – a claims administrator used by Class Counsel to assist in estimating the class membership and size. Class Counsel has estimated the amount of time expended by RGII to be 20 hours, times a reasonable paralegal rate (\$100), for an estimated total of \$2,000. This bill will be paid from the Defendant’s initial contribution.

3. Class Counsel will provide Defendant’s Counsel with detailed billing records from RGII itemizing the time spent, tasks performed, and hourly rate.

4. In the event that the expenses for claims administration detailed above are less than the \$300,000 initial contribution, any excess monies will revert to Essex County.

C. Payments to Class Members

1. Each Class Member, except those charged with non-indictable drug offenses, who submits a timely Claim Form will be entitled to receive \$325.00, subject to the conditions set forth below.

2. Class Members incarcerated on non-indictable drug offenses will be entitled to a reduced payment of \$200.

3. No Class Member shall be entitled to more than his or her individual share of the Distribution Amount regardless of the number of times he or she has been booked and/or Strip Searched at the Essex County Correctional Facility.

4. If a Class Member owes child support, their payment under this Settlement will be credited towards their child support debt. For example, if they are entitled to a \$325 payment under this Settlement and owe \$300 in child support, \$300 of the \$325 will go towards satisfying the child support obligations, and the Class Member will be paid the remaining \$25 balance. Likewise, if a Class Member owes \$1,000 in child support, the full \$325 will be credited towards the debt, reducing the total child support debt to \$675. Essex County will not assert any liens against members of the class beyond efforts to collect child support payments.

5. Essex County has the right to challenge individual claims, but expects to use this right reasonably and sparingly.

6. No portion of the Distribution Amount shall be disbursed before the Effective Date.

7. The Parties acknowledge that Class Members have an important interest in being able to maintain their privacy in filing a claim on this class action settlement. Accordingly, the identification of any class member making a claim shall be kept confidential and disclosed only to Class Counsel and Defendant's Counsel, and shall be protected from public disclosure, unless such disclosure is required by law or to address the validity of any claim.

D. Attorneys Fees and Expenses

1. Class Counsel will petition the Court for an award of attorneys' fees and expenses in an amount not to exceed \$800,000. Defendant shall not oppose Class Counsel's application for said award of fees and expenses, nor will Defendant oppose any appeal filed by Class Counsel relative to their application for an award of attorneys' fees, so long as such application for attorneys' fees and expenses conforms with the Settlement Agreement.

E. Additional Discovery

1. Defendant will continue to cooperate in a timely and reasonable manner with Class Counsel to determine class size and Class Members' names and addresses. Defendant will provide Class Counsel and the Settlement Administrator with the data maintained by the State of New Jersey for the purposes of assembling a class list. Defendant will also cooperate with Class Counsel for the purposes of obtaining any additional information needed to determine the identity of the class members. Subject to applicable law, the Defendant will not object to providing social security numbers or dates of birth for class members for the purposes of locating absent class members.

IV. NOTIFICATION TO CLASS MEMBERS

A. Responsibilities of the Settlement Administrator and Website Administrator

1. The Settlement Administrator shall implement and administer the Notice Program.

2. The Settlement Administrator shall be responsible for, without limitation: (i) mailing the Class Notices; (ii) arranging for the publication of the Summary Notice; (iii) responding to requests for a copy of the Class Notice; (iv) administering the Settlement Website; (v) otherwise administering the Notice Program; and (vi) distributing payments to the Class Members. The Notice Program shall comply with all requirements of applicable law. The

Settlement Administrator will maintain an appropriate insurance policy to protect against any violation of its fiduciary duty to the Court, Class Members, or Class Counsel.

3. Class Counsel will also undertake a limited campaign of televisions advertising targeted toward reaching as many absent class members as possible.

B. Notice

1. Notice will be provided to the Class by direct mailing of Class Notice and a Claim Form to all individuals at their last known or readily ascertainable address and by publication in the Newark Star Ledger on at least one day per week for three consecutive weeks commencing on the Notice date, and on one occasion during the last ten days of the Claims Period. The mailed notice will be provided in Spanish and English, and newspaper advertisements will provide instruction that a Spanish copy of the notice will be provided upon request. The Class Notice will also be disseminated by a limited television advertising campaign.

2. The Settlement Administrator shall also provide a copy of the Class Notice and Claim Form to anyone who requests notice through written communication to the Settlement Administrator, or through a toll-free telephone number to be established by the Settlement Administrator. The Website Administrator will also provide downloadable copies of notices, claim forms, court decisions and other information to class members through a dedicated internet website, www.essexcountystripsearch.com, or something substantially similar.

3. Defendant will cooperate in the Notice Program by providing Class Counsel and the Settlement Administrator with information necessary to affect notice to the Class including, but not limited to, cooperating with efforts to obtain the last known address of potential Class Members from County records. The Defendant will provide access to the list

generated by the State of New Jersey regarding all intakes into the Essex County Correctional Facility during the Class period.

4. Notice will also be provided to the class by way of limited televised notice campaign on cable television, with ads to run during the same weeks as the newspaper notice detailed above. Defendant will have the opportunity to review the ads prior to their broadcast, and any dispute between the parties regarding the content of the ads will be decided by the Court.

5. If, after the initial mailing, the Notice is returned as undeliverable, the Settlement Administrator will attempt to locate the Class Members by way of a national locator database or service and, if another address is found, re-mail the Notice to that new address.

6. The Settlement Administrator shall provide an affidavit to the Court, with a copy to Class Counsel and Defendant' Counsel, attesting to the measures undertaken to provide Notice of the Settlement, including the number of visitors and number of documents downloaded from the Settlement Website. The affidavit will be filed ten days before the date scheduled for Final Approval.

7. The Settlement Administrator (and any person retained by the Settlement Administrator) shall sign a confidentiality agreement in a form agreed to by the Parties, which shall provide that the names, addresses and other information about specific Class Members and/or specific Class Members that is provided to it by Defendant, Class Counsel, or by individual Class Members, shall be treated as confidential and shall be used only by the Settlement Administrator as required by this Settlement Agreement.

8. Class Counsel will, if appropriate, employ an interpreter on a *per diem* basis to assist Class Members whose primary language is Spanish in filing claims under the settlement. The costs of this interpreter will be paid as an administrative cost.

V. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. The provisions of this paragraph shall apply to any Request for Exclusion. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion shall state the name, address and telephone number of the person requesting exclusion and contain a clear statement communicating that such person elects to be excluded from the Settlement, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. Not later than three (3) business days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and to Defendant' Counsel together with copies of the Request for Exclusion. Class Counsel and Defendant' Counsel shall jointly report the names appearing on the Opt-Out List to the Court at the time of the Final Approval Hearing.

D. Class Counsel agrees that they will not represent any individuals who opt out from the Settlement in asserting claims against Defendant that are the subject of this agreement.

VI. OBJECTIONS BY CLASS MEMBERS

A. Any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection shall state the name, address and telephone number of the person and provide proof of membership in the Class, as well as a detailed statement of each

objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered in support of the objection.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Members' objections to the Settlement Agreement, in accordance with such Class Members' due process rights. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection or request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defendant' Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

C. In accordance with law, only Class Members who object to the Settlement pursuant to the terms immediately above may appeal any Final Judgment. The proposed Final Judgment shall provide that any Class Member who wishes to appeal Final Judgment, which appeal will delay the distribution of the Settlement to the Class, shall post a bond with this Court in any amount to be determined by the Court as a condition of prosecuting such appeal.

VII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendant, and all of its respective affiliates, predecessors, successors and assigns, officers, agents, representatives,

insurers, attorneys and employees (the “Released Persons”), are released from any and all claims or causes of action that were, could have been, or should have been asserted by the named Plaintiff or any member of the Class against the Released Persons, or any of them, based upon or related to the actions that are the subject of this Settlement Agreement.

B. This Settlement Agreement and Release does not affect the rights, if any, of Class Members who timely and properly exclude themselves from the Settlement.

C. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement.

D. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members; (ii) the Released Parties shall not be subject to liability or expense of any kind to any Class Members or their successors, predecessors or assigns except as set forth herein; and (iii) Class Members and their successors, predecessors and assigns shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against any Released Party in any federal or state court in the United States or any other tribunal.

VIII. INCENTIVE AWARDS TO CLASS REPRESENTATIVE

A. Given the efforts of the named Plaintiff on behalf of the Class, Defendant will not oppose an application for an incentive award of \$20,000 on behalf of Lazaro Sanchez, such amount to be paid before distribution to the general Class. This amount will be subject to the

terms outlined in paragraph III.C.4, relating to child support obligations. It is agreed between the Parties that Mr. Lazaro provided substantial assistance to Class Counsel in the prosecution of this action.

IX. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal valid and binding obligation.

B. Defendant, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes their legal, valid, and binding obligation.

X. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement, and the exhibits and related documents hereto, are not, and shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendant with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment as contemplated herein. Any payment of moneys, or any other action taken, by Defendant pursuant to any provision of this Settlement Agreement, shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendant

with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment as contemplated herein. Defendant denies any liability to Plaintiff and to all Members of the Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Effective Date does not occur for any reason or the Final Judgment is not entered, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

E. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

G. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his or its own costs of the Litigation.

H. If any clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph, or other provisions had not been contained herein.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

J. All applications for Court approval or Court orders required under this Settlement Agreement shall be made on notice to Plaintiff and Defendant.

K. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among

the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

L. Integrated Agreement

1. All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

2. This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the settlement of the Litigation.

M. Notice:

1. Any notice, request or instruction or other document to be given by any party to this Settlement Agreement to any other party to this Settlement Agreement (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

- If to Defendant to: Alan R. Ruddy, Office of the Essex County Counsel, Hall of Records, 465 Dr. Martin Luther King Boulevard, Room 535, Newark, NJ 07102.
- If to Class Counsel or Plaintiff to: Elmer Robert Keach, III, Law Offices of Elmer Robert Keach, III, PC, One Pine West Plaza, Suite 109, Albany, NY 12205 AND Charles LaDuca, Esq., Cuneo Gilbert & LaDuca, LLP, 4725 Wisconsin Avenue, NW, Ste. 200, Washington, DC 20016.

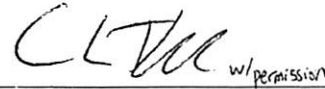
N. Dispute Resolution

1. Except as otherwise provided herein, the Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under

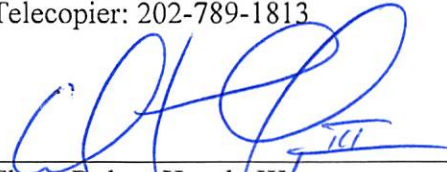
this Settlement Agreement, and/or the manner in which any issue or dispute arising under this Settlement Agreement, shall be resolved by the Court.

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: December 13, 2019

Handwritten signature of Charles LaDuca in blue ink, with the words "w/permission" written in smaller blue ink to the right of the signature.

Charles LaDuca
Alexandra C. Warren
CUNEO GILBERT & LADUCA, LLP
4725 Wisconsin Avenue NW
Suite 200
Washington, DC 20016
Telephone: 202-789-3960
Telecopier: 202-789-1813

Handwritten signature of Elmer Robert Keach, III in blue ink, with the number "111" written in smaller blue ink to the right of the signature.

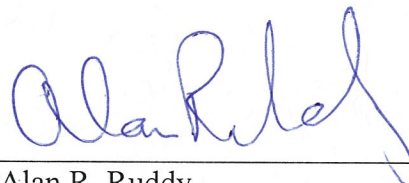
Elmer Robert Keach, III
**LAW OFFICES OF ELMER ROBERT KEACH,
III, PC**
1040 Riverfront Center
Post Office Box 70
Amsterdam, NY 12010
Telephone: 518-434-1718
Telecopier: 518-770-1558

Handwritten signature of Lawrence Friscia in blue ink, with the words "w/permission" written in smaller blue ink to the right of the signature.

Lawrence Friscia
Friscia & Associates
New Jersey Location
199 Wilson Avenue
Suite A
Newark, New Jersey 07105
Tel.: (973) 500-8024
Fax: (888) 809-3747

**ATTORNEYS FOR PLAINTIFF AND
THE SETTLEMENT CLASS**

Dated: December 13, 2019



Alan R. Ruddy
Office of the Essex County Counsel
Hall of Records
465 Dr. Martin Luther King Boulevard
Room 535
Newark, NJ 07102
(973) 621-5021
Email:
aruddy@counsel.essexcountynj.org

ATTORNEY FOR THE DEFENDANT

EXHIBIT A

SANCHEZ v. ESSEX COUNTY, Civil Action No.: 2:15-CV- 3391 (D.N.J.)

CLAIM FORM AND RELEASE

PLEASE READ THESE INSTRUCTIONS AND CLAIM FORM CAREFULLY

To determine if you are eligible to receive money from the Settlement, you must fill out the Claim Form and Release ("Claim Form"). The Claim Form is attached at the end of these instructions. The completed and signed Claim Form ***must be postmarked by [insert date]. If you do not send it in by [insert date], you will not get any money. You must sign on the last page.*** You must submit it in the enclosed envelope or another properly addressed, postage prepaid envelope to the following address:

Settlement Administrator
[insert address + 800 number]

It is highly recommended that you send it by certified mail return receipt requested or a form of overnight delivery that will provide proof that it was delivered. If a claim form is lost in the mail or not received for any reason, you will not be able to receive any money.

If you have any questions about how the Settlement Fund will be divided up, you should write or call the Settlement Administrator at the above toll-free number.

All Settlement Class Members who do not exclude themselves are bound by the terms of the judgment. This is true whether you send in a Claim Form or not.

If you have asked to be excluded, **do not** submit a Claim Form.

I. WHO IS IN THE SETTLEMENT CLASS?

You are in the "Settlement Class" if you satisfy ALL of the following four conditions:

1. you were admitted into the Essex County Correctional Facility;
2. you were charged only with nonindictable offense (such as a disorderly persons offense, traffic infraction, and/or civil commitment) and not with an indictable offense;
3. you were strip searched; AND
4. you were strip searched during the period of May 5, 2013 through January 1, 2018.

If you have questions about these requirements, review the Class Notice.

II. CLAIM FORM INSTRUCTIONS

- A. Please type or neatly print all the information that is asked for.
- B. If you believe you are entitled to money from the Settlement Fund you must complete Part 1 of the Claim Form and the additional parts of the Claim Form that apply to you.
- C. By signing below you are verifying, under penalty of perjury, that the information you have included is correct. You also agree to provide additional information to Class Counsel or the Settlement Administrator to support your claim. They may ask you to do this in the future.
- D. By signing below you are also verifying that you have not filed a claim or lawsuit about being strip searched at the Jail, that you did not ask anyone else to file one for you, and that you don't know of anyone who might have filed one for you.
- E. **Please read the instructions carefully.** Your claim will be checked and verified by the Settlement Administrator. You should keep copies of all documents that support your claim while this is going on.
- F. A Claim Form will be considered submitted to the Settlement Administrator if it is mailed in a first-class envelope postmarked by the due date. **You may want to send in your Claim Form by Certified Mail, Return Receipt Requested or a form of overnight delivery that provides a record of delivery.** If you send the Claim Form to the Settlement Administrator in some way other than first-class mail, the Claim Form will be considered "submitted" when it is received by the Settlement Administrator.
- G. The Settlement Administrator will not tell you when they get your Claim Form. If you want to make sure the Settlement Administrator gets your form, you should send it by Certified Mail, Return Receipt Requested. It will take some time to process all the forms and send the checks. This work will be done as fast as possible, but each claim must be checked for accuracy and recorded.
- H. Please write or call Settlement Administrator if your address changes.

THE CLAIM FORM MUST BE FILLED OUT AND SIGNED IF YOU WANT TO DETERMINE IF YOU ARE ENTITLED TO GET MONEY FROM THE SETTLEMENT FUND. THE ENVELOPE MUST BE *POSTMARKED NO LATER THAN [INSERT DATE] 2019, AND MUST BE MAILED TO:*

[SETTLEMENT ADMIN / ADDRESS]

III. CLAIM FORM

SANCHEZ V. ESSEX COUNTY

PART 1: CLAIMANT IDENTIFICATION

Claimant's Name: _____

Mailing Address: _____

City: _____ State/Country: _____ Zip Code: _____

Date of Birth: _____ Social Security No. _____

Date of Arrest if known. Please say so if the date you give is an estimate. Please note that only persons arrested between May 5, 2013 and January 1, 2018, who were admitted into the Essex County Correctional Facility are eligible.

_____ Actual Date

_____ Estimated Date

All criminal charges or reasons for arrest, if known (i.e. violation of probation, Family Court warrant):

(If you do not know what the charges against you were, but believe you are still a Class Member, you should file a claim. We will get your arrest record from the County. You may still be asked to provide more information about your case.)

_____ Please check this box to signify that you were subjected to a strip search upon your admission to the Essex County Correctional Facility after being arrested for a non-indictable offense such as a summary violation, violation of probation for non-indictable crime, traffic infraction, civil commitment or other minor crime, including failure to pay fines.

Telephones:

_____ (daytime)

_____ (cell)

_____ (evening)

IV. SUBMISSION TO JURISDICTION OF THE COURT

By signing below, I agree that the United States District Court for the District of New Jersey has the power to rule on my claim as a Settlement Class Member, and that the Court has the power to enforce the Release described below.

RELEASE

By signing below, you acknowledge the release and discharge of the Defendants, and all of their respective parents, subsidiaries, affiliates, predecessors, successors and assigns, officers, agents, representatives, attorneys and employees, from any and all claims or causes of action that were, could have been, or should have been asserted by the named Plaintiffs or any member of the Settlement Class against the Released Persons, or any of them, based upon or related to strip searches in the Essex County Correctional Facility.

VERIFICATION

I declare under penalty of perjury under the laws of the United States that the foregoing information provided by the undersigned is true and correct. I also declare that I was strip searched when I was admitted into the Essex County Correctional Facility for a non-indictable offense.

I filled out and signed this Proof of Claim and Release form on _____, 2020, in _____ (City, State, Country).

(Sign your name here)

(Type/Print your name here)

EXHIBIT B

**Legal Notice
United States District Court for the District of New Jersey**

NOTICE OF PROPOSED SETTLEMENT AND HEARING

If You Were Admitted Into The Essex County Correctional Facility From May 15, 2013 To January 1, 2018 For a Nonindictable Offense And Were Strip Searched Upon Arrival, Your Rights Could Be Affected By A Proposed Class Action Settlement.

The United States District Court for the District of New Jersey authorized this notice. It is not from a lawyer. You are not being sued.

This is a proposed settlement of a class action lawsuit alleging that corrections officers employed at the Essex County Correctional Facility engaged in the strip searches of all individuals charged only with non-indictable offenses, such as summary violations, violations of probation for non-indictable crimes, traffic infractions, civil commitments or other minor crimes, including failure to pay fines, and were strip searched upon their entry to the Essex County Correctional Facility from May 15, 2013 until January 1, 2018. The proposed settlement does not include individuals who were charged with an indictable offense at the time of their admission to the Essex County Correctional Facility, or who were not strip searched when they entered the Essex County Correctional Facility.

- The settlement requires Essex County to pay up to \$5,687,500.00 into a Settlement Fund. Each Class Member, except those charged with non-indictable drug offenses, who submits a timely Claim Form will be entitled to a \$325.00 payment. Class Members incarcerated on non-indictable drug offenses will be entitled to a reduced payment of \$200.00. If a Class Member owes child support, their payment under this Settlement will be credited towards their child support debt.
- Visit the settlement website at **[INSERT]** for additional details about the settlement. You may also get additional information by calling 1-800 **[insert phone #]** or by writing to **[insert address]**.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim Form	You must submit a Claim Form to receive payment under the settlement. You must submit a Claim Form by [insert date] to receive any money.
Exclude Yourself	If you exclude yourself from the settlement, you will not be bound by the settlement or judgment and will not be entitled to a cash payment. You will be free to pursue your claims against the Defendant. This is the only option that allows you to bring or be part of any other lawsuit against the Defendant in this case about the same legal claims that are advanced in this case. You must exclude yourself from the settlement by [Insert Date].
Object	If you do not exclude yourself, you may write to the Court about why you do not like the settlement or the request for legal fees and costs. You must send a written objection to the Court postmarked no later than [Insert Date].
Go to a Hearing	If you submit a claim form or if you object, you may also ask to speak in Court at the Fairness Hearing (described below) about the fairness of the settlement or the request for fees and costs. You do not need to go to the hearing if you do not wish to. You do not need to go to the hearing if you submit a claim, or if you exclude yourself or if you object.
Do Nothing	You get no payment. You give up your right to sue Defendant on these claims later.

- These rights and options - **and the deadlines to exercise them** - are explained in this notice.
- The Court in charge of this case still must decide whether to give final approval to the settlement. Likewise, payments to Class Members will be distributed only if the Court grants final approval of the settlement and after any appeals are resolved.

I. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have been admitted to the Essex County

Correctional Facility on a nonindictable offense (such as a disorderly persons offense, traffic infraction, and/or civil commitment) from May 15, 2013 to January 1, 2018 and may have been subjected to a strip search.

You were sent this notice because you have the right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it, and after any possible objections and appeals are resolved, an administrator appointed by the Court will make the monetary payments that the settlement allows. You will be informed of the progress of the settlement. You should understand that the process of Court approval may take a good deal of time.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

The Court in charge of this case is the United States District Court for the District of New Jersey, Newark Vicinage, United States Magistrate Judge Leda D. Wettre presiding. The case is called *Sanchez v. Essex County*, Civil No. 2:15-cv-03391. The person who sued is called the Plaintiff and the municipality he sued, Essex County, is called the Defendant.

II. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff claims in this lawsuit that Essex County illegally strip-searched individuals upon their admission to the Essex County Correctional Facility who were charged solely with non-indictable offenses (such as disorderly persons offenses, traffic infractions, and/or civil commitments), in violation of the unreasonable search provisions of the United States and New Jersey Constitutions. Defendant denies that it did anything wrong, and has contended through this lawsuit that even if it did do anything wrong, Plaintiff and the Class Members are not entitled to any money as a result of being searched.

III. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called the Class Representatives (in this case, Lazaro Sanchez) sue on behalf of all people who have similar claims. All of these people are a Class or Class Members. A class action resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States Magistrate Judge Leda D. Wettre is in charge of this class action lawsuit.

IV. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and the people affected will get compensation. The Class Representative and his attorneys think the settlement is best for everyone who is alleged to have been illegally strip searched.

V. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

Under the Settlement, everyone who fits this description is a Class Member:

All detainees who were placed into the custody of the Essex County Correctional Facility after being charged with non-indictable offenses such as summary violations, violations of probation for non-indictable crimes, traffic infractions, civil commitments or other minor crimes, including failure to pay fines, and were strip searched upon their entry to the Essex County Correctional Facility. Specifically excluded from the class are Defendant and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees. The Class Period commences on May 15, 2013, and ends on January 1, 2018.

The settlement does not cover individuals charged with indictable offenses at the time of their entry into the Essex County Correctional Facility, anyone who entered the Jail after being convicted of (as compared to only being charged with) a crime.

VI. DO I NEED TO PROVE THAT I WAS STRIP-SEARCHED AND WHAT DOES THAT MEAN?

In filling out the Claim Form, you will affirm, under penalty of perjury, that you were strip searched during the admission process at the Essex County Correctional Facility. If your name is not contained in Essex County's records, you may be asked to provide additional documentation before being allowed to participate in the settlement.

A strip search occurred if, during the admission process, you were ordered to remove or rearrange your clothing for a visual inspection of your undergarments, buttocks, anus, genitals or breasts. If you were searched in this manner when you were booked into the facility, you are a member of the Class and entitled to make a claim. A strip search did not occur if the removal or rearrangement of your clothing was reasonably required to render medical treatment or assistance. You will need to provide an affirmation on the Claim Form confirming that one of these searches was conducted on you when you entered the Essex County Correctional Facility.

VIII. HOW DO I KNOW WHETHER THE OFFENSE FOR WHICH I WAS CHARGED UPON ADMISSION TO THE ESSEX COUNTY CORRECTIONAL FACILITY QUALIFIES ME FOR INCLUSION IN THE CLASS?

You must have been brought to the Essex County Correctional Facility before a judge had sentenced you (pre-adjudication) to be eligible to recover, and all of the charges must have been nonindictable offenses. Everyone brought to the Essex County Correctional Facility pre-adjudication based solely on nonindictable offenses and who were strip searched upon admission are eligible under this settlement agreement.

Stated another way, persons who were charged with "indictable offenses" as

defined under the New Jersey Criminal Code, N.J.S.A. 2C when they were admitted to the Essex County Correctional Facility cannot recover. New Jersey defines an indictable offense as an offense, which authorizes in excess of six months jail time if convicted. Indictable offenses are usually handled by a Superior Court Judge, and require indictment by a grand jury. Murder, burglary and rape are examples of indictable offenses. Anyone charged with an indictable offense upon admission to the Essex County Correctional Facility, even if they were also charged with non-indictable offenses at the same time, is not a member of the class unless they were, on another occasion, admitted to the Essex County Correctional Facility solely on non-indictable or violation charges.

Examples of “non-indictable offenses” are disorderly persons offenses traffic offenses and violation of child support orders. Disorderly persons offenses are non-indictable offenses and are, at most, subject to incarceration in a County Jail. Non-indictable offenses are handled by a Municipal Court or City, Town or Village Court judge, and do not require indictment. Shoplifting less than \$200.00, Disorderly Conduct, and Loitering are examples of charges, which are non-indictable offenses, and fall within the class definition. Anyone charged with such a nonindictable offense and upon admission to the Essex County Correctional Facility was strip searched is a member of the Class.

The settlement further allows for individuals to make claims if they were admitted to the Essex County Correctional Facility if they were subject to a civil commitment. A civil commitment is an order from a non-criminal court, usually the Chancery Court, committing that individual to the Essex County Correctional Facility. Individuals admitted to the Essex County Correctional Facility, on a civil commitment, a commitment, are members of the Class if they were strip searched.

Finally, if a person was arrested and brought to the Essex County Correctional Facility under traffic offenses or traffic warrants, failing to pay fines and contempt, pre-adjudication, they are eligible under the Settlement Agreement if they were strip searched. Consequently, if you failed to honor a payment order with a municipal court and were arrested, or failed to appear for a municipal court date and arrested, brought to the Essex County Correctional Facility and strip searched, you are eligible to receive a settlement payment.

Essex County maintains that it had appropriate cause to strip search individuals charged with non-indictable drug offenses, such as possession of a controlled substance, when they entered the Essex County Correctional Facility. The Plaintiff disagreed, and the parties resolved claims for individuals charged with drug offenses for a smaller amount. Consequently, if you were charged with a non-indictable drug offense (and this was your only non-indictable charge during the class period), you are still a class member, but you will receive a reduced payment.

IX. I WAS ADMITTED TO THE ESSEX COUNTY CORRECTIONAL FACILITY BUT I CAN'T REMEMBER WHAT MY CRIMINAL CHARGES WERE. HOW CAN I FIND THIS OUT, AND HOW DO I

KNOW IF THE CHARGE WAS A MISDEMEANOR OR VIOLATION?

There are several ways for potential Class Members to determine the nature of their criminal charges. First, you can review your charging documents, which should reflect both your actual charges and whether the charges were a non-indictable offense. If you do not have your charging document and remember the local court where you were prosecuted, the court clerk will be able to help you find these documents.

If you need additional help determining whether you are a Class Member, or of you have other questions, you can contact the Settlement Administrator at **[insert number]**.

You can still make a claim if you do not remember your criminal charges if you believe you are a member of the Class, but you may be asked for additional information.

X. I PLED GUILTY TO AN OFFENSE. HOW DOES THIS AFFECT MY RIGHT TO PARTICIPATE IN THE SETTLEMENT?

If you were admitted to the Essex County Correctional Facility solely on non-indictable or other minor charges, as defined above, you can participate in the settlement regardless of how you resolved your charges, including if you pled guilty to those charges. This is provided that you were admitted to the Essex County Correctional Facility before being sentenced by a court. For most Class Members, this would mean that they were committed to the Essex County Correctional Facility after they were arraigned before a Judge. If you were sentenced before admission to the Jail (meaning you were committed after pleading guilty or being convicted at trial) you are not a Class Member.

XI. WHAT IF I WAS ADMITTED TO THE ESSEX COUNTY CORRECTIONAL FACILITY ON MORE THAN ONE OCCASION DURING THE CLASS PERIOD? CAN I STILL PARTICIPATE IN THE SETTLEMENT?

Yes. Individuals who were admitted to the Essex County Correctional Facility on more than one occasion during the class period can be members of the class and can recover money. They can only recover one payment, however, meaning that you will not be provided with extra payments if you were admitted to the Essex County Correctional Facility more than one time.

XII. I AM STILL NOT SURE IF I AM INCLUDED.

If you are still not sure if you are included, you can ask for help. You can call **[insert number]** and the Settlement Administrator or Class Counsel may help answer your questions. For more information, you can also visit the website, **[INSERT]**, or you can just fill out the Claim Form and return it to the Settlement Administrator to see if you qualify.

THE SETTLEMENT BENEFITS - WHAT YOU GET

XIII. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay up to \$5,687,500 to resolve this litigation. That money will be used to: 1) compensate Class Members who have been illegally strip searched; 2) pay for notifying Class Members and administering the settlement; 3) pay an incentive award to the named Plaintiff, Lazaro Sanchez; and 4) pay attorneys' fees and expenses. A complete description of the settlement is provided in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [enter website address] or by calling [enter administrator phone number].

XIV. WHAT CAN I GET FROM THE SETTLEMENT?

The settlement provides that each Class Member, except those charged with non-indictable drug offenses, who submits a timely Claim Form will be entitled to receive \$325.00. Class Members incarcerated on non-indictable drug offenses will be entitled to a reduced payment of \$200.00. No Class Member shall be entitled to more than his or her individual share of the Distribution Amount regardless of the number of times he or she has been booked and/or Strip Searched at the Essex County Correctional Facility. If a Class Member owes child support, their payment under this Settlement will be credited towards their outstanding child support obligations.

HOW YOU GET A PAYMENT - SUBMITTING A CLAIM FORM

XV. HOW CAN I GET A PAYMENT?

To qualify for a payment, you **MUST** send in a Claim Form. A claim form is attached to this Notice. You can also get a claim form on the Internet at [INSERT]. Read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than [insert date]. It is recommended that you send your Claim Form in by certified mail, return receipt requested or some form of overnight delivery that provides a record of delivery.

You may be asked for additional documents, and will be contacted in writing. You may want to send in your claim form by Certified Mail, Return Receipt Requested, to ensure that it is received by the Settlement Administrator.

XVI. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on [insert date] to decide whether to approve the settlement. If Magistrate Judge Wettre approves the settlement, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a claim form will be informed of the progress of the settlement. Please be patient.

XVII. WHAT AM I GIVING UP TO GET A PAYMENT OR STAY IN THE CLASS?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Essex County, its employees, or its elected officials about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. If you sign the claim form, you will agree to release all claims that you have relating to having been strip searched.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Essex County on your own about the legal issues in this case, then you must take steps to preserve these rights. This is called excluding yourself - or is sometimes referred to as "opting out" of the Settlement Class.

XVIII. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Sanchez v. Essex County*. Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request postmarked no later than [insert date] to [insert address from GCG].

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Essex County in the future.

XIX. IF I DO NOT EXCLUDE MYSELF, CAN I SUE ESSEX COUNTY FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Essex County for the claims that this settlement involves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* class action to continue your own lawsuit. Remember, the exclusion deadline is [insert date].

XX. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THE SETTLEMENT?

No. If you exclude yourself, do not send in a claim form to ask for money. But, you may sue, continue to sue, or be part of a different lawsuit against Essex County.

**THE LAWYERS AND INDIVIDUALS
REPRESENTING YOU**

XXI. DO I HAVE A LAWYER IN THIS CASE?

The Court approved Charles LaDuca and Alexandra Warren of Cuneo, Gilbert & LaDuca, LLP, Washington, District of Columbia; Elmer Robert Keach, III, of the Law Offices of Elmer Robert Keach, III, PC, Amsterdam, New York; and Larry Friscia, Friscia & Associates, Newark, New Jersey, to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

XXII. HOW WILL THE LAWYERS AND THE CLASS REPRESENTATIVES BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses not to exceed \$800,000, and a payment of \$20,000 for the Class Representative Lazaro Sanchez. These amounts will be deducted from the settlement fund before payments are made to Class Members. The costs of administering the settlement will also be deducted from the settlement fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

XXIII. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give objections why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Sanchez v. Essex County*. Be sure to include your name, address, telephone number, your signature, and the reasons why you object to this settlement. Mail the objection to the following three addresses postmarked no later than **[insert date]**.

Clerk of the Court
U.S. District Court for the District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut Street Room 4015
Newark, NJ 07101

Class Counsel:

Charles LaDuca
CUNEO GILBERT & LADUCA, LLP
4725 Wisconsin Avenue NW
Suite 200

Washington, DC 20016

Defendant's Counsel:

Alan R. Ruddy
Office of the Essex County Counsel
Hall of Records
465 Dr. Martin Luther King Boulevard
Room 535
Newark, NJ 07102

XXIV. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be a part of the class. If you exclude yourself, you have no basis to object because the case no longer legally affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to do so.

XXV. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

On **[insert date]** the United States District Court for the District of Jersey will hold a fairness hearing in the U.S. District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Room 4015, Newark, NJ 07101, in Courtroom **[insert courtroom]** to determine whether the Class was properly certified and whether the proposed settlement is fair, adequate, and reasonable. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. This hearing may be continued or rescheduled by the Court without further notice. We do not know how long it will take the Court to give its decision.

XXVI. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge Wettre may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

XXVII. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Sanchez v. Essex County*.” Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than **[insert date]** and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question XXIII. You cannot speak at this hearing if you excluded yourself.

IF YOU DO NOTHING

XXVIII. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Essex County about the legal issues in this case, ever again. Unless you exclude yourself, you need to file a claim to receive a monetary payment under the settlement.

GETTING MORE INFORMATION

XXIX. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator at **[insert address]** or by visiting **[insert web address]**.

XXX. HOW DO I GET MORE INFORMATION?

You can call **[insert number]**, write to the Settlement Administrator at **[insert address]**, or visit the website at www.essexcountystripsearch.com, where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for payment.

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

<hr/>	
LAZARO SANCHEZ, both individually	:
and on behalf of a class of others similarly	:
situated,	:
	:
Plaintiff,	:
	:
v.	:
	:
ESSEX COUNTY,	:
	:
Defendant.	:
<hr/>	

Civil Action Number:
2:15-CV-3391 (MCA/LDW)

[PROPOSED]
**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND JUDGMENT**

THIS CASE coming on for hearing before the Honorable Magistrate Judge Leda D. Wettre on _____, 2020, pursuant to this Court’s Order of _____ in order for this Court to conduct a final fairness hearing to determine whether the proposed Settlement Agreement between the parties is fair, reasonable and adequate, and to address Class Counsel’s application for an award of attorney’s fees and costs; and the Class Members being represented by Class Counsel and Defendant being represented by its attorneys;

AND THE COURT having read and considered the Settlement Agreement, the Notice Plan, the Memorandum of Law submitted by Class Counsel and the Certification of Charles J. LaDuca, one of the Class Counsel, in support of the Settlement, having received evidence at the hearing, having heard arguments from Class Counsel and the Defendant, and having considered all matters heretofore had in this case, now makes the

following:

FINDINGS OF FACT

1. This action was commenced on May 15, 2015, as a class action.

2. After the over four years of litigation, including dispositive and class certification motion practice and an intensive, arm's length negotiations between Class Counsel and Defendant, including numerous settlement conferences before former the undersigned, the parties have reached accord with respect to a Settlement that provides substantial benefits to Settlement Class Members, in return for a release and dismissal of the claims at issue in this case against the Defendant ("Settlement Agreement"). The resulting Settlement Agreement was preliminarily approved by the Court on _____.

3. As part of the Order Granting Preliminary Approval, this Court approved a proposed Notice Plan and Class Notice, which provided Class Members notice of the proposed settlement. The Notice Plan provided an opportunity for Class Members to file objections to the Settlement, and an opportunity to opt-out of the Settlement.

4. As of the deadline for the filing of objections, _____ objections were filed. Given the size of this Settlement, and the Notice Plan described above, this Court finds that the _____ objections is indicative of the fairness, reasonableness and adequacy of the Settlement with the Defendants.

5. Class Counsel has filed with the Court an affidavit from the Settlement Administrator declaring that the mailing of the Court-approved notice, consistent with the Notice Plan, has been completed. Additionally, Class Counsel has evidenced the establishment of the Court-approved settlement website.

6. The Court finds that the Notice Plan, as effectuated, constituted the best practicable notice of the Fairness Hearing, proposed Settlement, Class Counsel's application for fees and expenses, and other matters set forth in the Class Notice and Short Form Notice; and that such notice constituted valid, due and sufficient notice to all members of the Settlement Class, and complied fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, the laws of New Jersey and any other applicable law.

7. Any persons who wished to be excluded from this action were provided an opportunity to "opt-out" pursuant to the Notice. _____ individuals opted out of the settlement.

8. Settlement Class Members are bound by the: Settlement, Settlement Agreement, releases contained within the Settlement Agreement, and the Final Order and Judgment. Settlement Class Members do not have a further opportunity to opt-out of this Action.

9. Any Class Member who did not timely file and serve an objection in writing to the Settlement Agreement, to the entry of Final Order and Judgment, or to Class Counsel's application for fees, costs, and expenses, in accordance with the procedure set forth in the Class Notice and mandated in the Order Granting Preliminary Approval of Settlement, is deemed to have waived any such objection by appeal, collateral attack, or otherwise. _____ individuals filed an objection.

10. On the basis of all of the issues in this litigation, and the provisions of the Settlement Agreement, the Court is of the opinion that the Settlement is a fair, reasonable and adequate compromise of the claims against the Defendants in this case, pursuant to

Rule 23 of the Federal Rules of Civil Procedure. There are a number of factors which the Court has considered in affirming this Settlement, including:

- a. The liability issues in this case have been vigorously contested.
- b. This Settlement has the benefit of providing relief to Class Members now, without further litigation, under circumstances where the liability issues are still vigorously contested among the parties to this litigation and among the parties to the individual litigation. This Settlement provides Class Members with a substantial monetary benefit.
- c. This Settlement is clearly a product of hard-fought litigation between the parties, and not a result of any collusion on the part of Class Counsel or Counsel for the Defendants.

11. The claims procedure established under the Settlement Agreement is fair, a simplified process, and workable. In any event, the Court will retain jurisdiction to work out any unanticipated problems.

NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT AND THE COURT HEREBY MAKES THE FOLLOWING CONCLUSIONS OF LAW:

12. This Court has jurisdiction over the parties and the subject matter of this proceeding.

13. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the following Class is certified for purposes of final settlement:

All detainees who were placed into the custody of the Essex County Correctional Facility after being charged with non-indictable offenses such as summary violations, violations of probation for non-indictable crimes, traffic infractions, civil commitments or other minor crimes, including failure to pay fines, and were

strip searched upon their entry to the Essex County Correctional Facility. Specifically excluded from the class are Defendant and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees. The Class Period commences on May 15, 2013, and ends on January 1, 2018.

14. The Court finds that, for the purpose of this Settlement, the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied, and that a class action is an appropriate method for resolving the disputes in this litigation. All the prerequisites for class certification under Rule 23 are present. The Class Members are ascertainable and too numerous to be joined. Questions of law and fact common to all Class members predominate over individual issues and should be determined in one proceeding with respect to all Class members. The Class Representative's claims are typical of those of the Class. The Class action mechanism is superior to alternative means for adjudicating and resolving this action.

15. The Settlement Class Representative, Lazaro Sanchez, is entitled to and is hereby awarded a payment of \$20,000, in recognition of the efforts he undertook in connection with this lawsuit. All Class Members who have made claims on the settlement are entitled to receive their Settlement payment after administrative expenses, attorneys' fees and expenses, and incentive awards are deducted from the Settlement fund.

16. Class Counsel are qualified, experienced, and have aggressively litigated this case, thereby demonstrating their adequacy as counsel for the Settlement Class. Charles J. LaDuca, Esquire, and Alexandra Warren, Esq, of Cuneo Gilbert & LaDuca, LLP, Washington, DC; Elmer Robert Keach, III, of the Law Offices of Elmer Robert Keach, III, Albany, New York; and Lawrence Friscia of Friscia & Associates, Newark, New Jersey, are hereby appointed as Counsel for the Settlement Class. Class Counsel

submitted to the Court and served on the Defendant their application for reasonable attorneys' fees, costs, and expenses consistent with the terms of the Settlement Agreement. This Court has considered Class Counsel's request and hereby grants the request. The Court finds that final approval of attorneys' fees in the amount of \$_____ is warranted. The Court finds that this amount is justified by the work performed, skill, risks taken and the results achieved by Class Counsel. The Court also finds that approval of the \$_____ attorneys' costs application is warranted, based on Class Counsel's out-of-pocket expenses as demonstrated by the Certification of Charles J. LaDuca.

17. The Court finds that the payment of the incurred and anticipated expenses of the Settlement Administrator as set forth in the Certification of Charles J. LaDuca is reasonable and justified.

18. The Court grants final approval of the Settlement Agreement, as being fair, reasonable and adequate, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The motion for Final Approval of the proposed Settlement is GRANTED.
2. The Class Representative, Lazarro Sanchez, is entitled to and is hereby awarded a payment of \$20,000, subject to the terms of the Settlement, in recognition of the efforts he undertook in connection with this lawsuit. All Class Members who have made claims on the settlement are entitled to receive their share of the Settlement Fund

after administrative expenses, attorneys' fees and expenses, and the incentive award are deducted from the fund.

3. The Class Counsel's application for attorneys' fees and expenses is granted in the amount of \$ _____ in fees and \$ _____ for expenses, and the Settlement Administrator is ordered upon Final Approval to pay such amounts to Charles J. LaDuca of Cuneo Gilbert & LaDuca, LLP for disbursement to the Class Counsel's law firms.

4. The costs and expenses incurred to date or hereafter incurred for finalization of the Settlement by the Settlement Administrator, estimated to be \$ _____, but not to exceed \$ _____ without leave of Court and subject to approval by Class Counsel and Defendant, are granted for payment and the Settlement Administrator can disburse to itself from the Settlement funds such funds, upon approval by Class Counsel and Defendant.

5. This Action and all claims against the Settling Defendant are hereby dismissed with prejudice, but the Court shall retain exclusive and continuing jurisdiction of the Action, all Parties, and Class Members, to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

6. All Class Members who have not timely filed an opt-out request are barred and enjoined from commencing and/or prosecuting any claim or action against the Defendant. Any Class Member who has not timely filed a request to exclude himself or herself shall be enjoined from initiating and/or proceeding as a class action in any forum.

IT IS SO ORDERED.

Dated: _____

Leda D. Wettre
United States Magistrate Judge

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LAZARO SANCHEZ, both individually	:	
and on behalf of a class of others similarly	:	
situated,	:	Civil Action Number:
	:	2:15-CV-3391 (MCA/LDW)
Plaintiff,	:	
	:	
v.	:	
	:	
ESSEX COUNTY,	:	
	:	
Defendant.	:	

[PROPOSED]
ORDER PRELIMINARILY APPROVING SETTLEMENT

THIS MATTER having come before the Court on the Plaintiffs’ Motion for Approval of the Settlement Agreement; and the parties having filed the Settlement Agreement dated September 25, 2019, and attached as Exhibit 1 to the Motion for Approval of the Settlement Agreement in satisfaction of Rule 23(e)(2) of the Federal Rules of Civil Procedure; and the Court having reviewed and considered the terms and conditions of the proposed settlement as set forth in the Settlement Agreement; and the Court finding it has subject matter jurisdiction over this matter; and for good cause appearing that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm’s length settlement negotiations between competent and experienced counsel for both Plaintiff and Defendant:

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement and this Order.
2. The terms of the parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that said settlement is sufficiently within the range of reasonableness and that notice of the proposed settlement should be given as provided in this Order.
3. The Court finds that Settlement Class meets the necessary criteria of Fed. R. Civ. P. 23 and that a class action is an appropriate method for resolving the disputes in this litigation. The Class Members are ascertainable and too numerous to be joined. Questions of law and fact common to all Class members predominate over individual issues and should be determined in one proceeding with respect to all Class members. The Class Representative's claims are typical of those of the Class. The Class action mechanism is superior to alternative means for adjudicating and resolving this action. Therefore, pursuant to Fed. R. Civ. P. 34, pending final approval by this Court of the Settlement Agreement, the Court certifies the following settlement class:

All detainees who were placed into the custody of the Essex County Correctional Facility after being charged with non-indictable offenses such as summary violations, violations of probation for non-indictable crimes, traffic infractions, civil commitments or other minor crimes, including failure to pay fines, and were strip searched upon their entry to the Essex County Correctional Facility. Specifically excluded from the class are Defendant and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees. The Class Period commences on May 15, 2013, and ends on January 1, 2018.

4. Pending final approval by this Court of the Settlement Agreement, the Court finds that Plaintiff Lazaro Sanchez is an adequate class representative for the Settlement Class.

5. Pending final approval by this Court of the Settlement Agreement, the Court further finds that the following attorneys are competent and experienced counsel and are, therefore, designated as Class Counsel:

Elmer R. Keach, III, Esquire
LAW OFFICES OF ELMER ROBERT KEACH, III, PC
1040 Riverfront Center
P.O. Box 70
Amsterdam, NY 12010

Charles J. LaDuca
Alexandra C. Warren
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Ave., NW
Suite 200
Washington, DC 20016

Lawrence Friscia
Friscia & Associates, LLC
45 Academy Street, Suite 401
Newark, NJ 07102

6. The Court approves the Class Notice of Settlement attached hereto as Exhibit A and the Summary Notice for Publication attached hereto as Exhibit B. The Court also approves the Notice Program as set forth in Section IV of the Settlement Agreement.

7. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, the parties reserve all of their rights, including the right to continue with the litigation pending at the time of the settlement should the Settlement Agreement not be consummated.

8. Beginning no later than thirty (30) days from the date of this Order Preliminarily Approving Settlement (the commencement of which shall constitute the “Notice Date”), the Settlement Administrator shall cause to be disseminated the notices, substantially in the form attached as Exhibits A and B hereto, in the manner set forth in Section IV of the

Settlement Agreement. Such Notice Program will be completed expeditiously pursuant to the terms of the Settlement Agreement. Class Members will have forty-five (45) days from the Notice Date to opt out or to object, and one hundred and twenty (120) days from the Notice Date to file claims. Ten days prior to the Final Approval Hearing, Plaintiff and/or the Claims Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this paragraph.

9. The notice to be provided as set forth in the Settlement Agreement as filed with the Court is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed settlement and the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, the laws of New Jersey and all other applicable laws. The Notices are accurate, objective, informative and provide Class members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

10. The Parties are authorized to retain Strategic Claims Services as the Settlement Administrator in accordance with the terms of the Settlement Agreement and this Order.

Requests for Exclusion from the Settlement Class

11. Any member of the Settlement Class that wishes to be excluded (“opt out”) from the Settlement Class must send a written Request for Exclusion to the Claims Administrator, so that it is received by the Claims Administrator at the address indicated in the Notice on or before the close of the opt out period. The Request for Exclusion

shall fully comply with the requirements set forth in the Settlement Agreement.

Members of the Settlement Class may not exclude themselves by filing Requests for Exclusion as a group or class, but must in each instance individually and personally execute a Request for Exclusion and timely transmit it to the Claims Administrator.

12. Any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by all the terms and provisions of the Settlement Agreement, whether or not such person objected to the Settlement and whether or not such person made a claim upon, or participated in, the Settlement Fund pursuant to the Settlement Agreement.

The Final Approval Hearing

13. A hearing on final settlement approval (the “Final Approval Hearing”) is hereby scheduled to be held before this Court on _____, 2020, to consider the fairness, the reasonableness, and adequacy of the proposed settlement, the dismissal with prejudice of this class action with respect to the Released Parties that are Defendants herein, and the entry of final judgment in this class action. Class Counsel’s application for award of attorney’s fees and costs shall be heard at the time of the Final Approval Hearing. The date and time of the Final Approval Hearing shall be set forth in the Notice, but the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class other than that which may be posted by the Court. Class Counsel will advise members of the settlement class of any scheduling issues by way of the settlement website.

14. At the Final Approval Hearing, Class Counsel shall seek approval of a Settlement

that creates a settlement fund of up to \$5,687,500.00 for the benefit of approximately 17,500 Class Members. The Settlement provides *inter alia* that each Class Member, except those charged with non-indictable drug offenses, who submits a timely Claim Form will be entitled to receive \$325.00. Class Members incarcerated on non-indictable drug offenses will be entitled to a reduced payment of \$200.00.

15. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney. Settlement Class members who do not enter an appearance through their own attorneys will be represented by Class Counsel.

16. Any person who does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed Settlement. Any Class member may object to the proposed Settlement, entry of Final Order and Judgment approving the settlement, and Class Counsel's application for fees and expenses by serving a written objection.

17. Any Class member making the objection (an "objector") must sign the objection personally. An objection must state why the objector objects to the proposed Settlement and provide the basis to support such position. If an objector intends to appear personally at the Final Approval Hearing, the objector must include with the objection a notice of the objector's intent to appear at the hearing.

18. Objections, along with any notices of intent to appear, must be filed no later than forty-five (45) days from the Notice Date. If counsel is appearing on behalf of more than one Class Member, counsel must identify each such Class Member and each Class Member must have complied with the requirements of this Order. These documents must

be filed with the Clerk of the Court at the following address:

Clerk of the Court
U.S. District Court for the District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut Street Room 4015
Newark, NJ 07101

19. Objections, along with any notices of intent to appear, must also be mailed to

Class Counsel and counsel for Defendant at the address listed below:

CLASS COUNSEL:

Charles J. LaDuca
Alexandra C. Warren
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Ave., NW
Suite 200
Washington, DC 20016

DEFENSE COUNSEL:

Alan R. Ruddy
Office of the Essex County Counsel
Hall of Records
465 Dr. Martin Luther King Boulevard
Room 535
Newark, NJ 07102

20. Only Class Members who have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Class Member who does not timely file and serve an objection in writing to the Settlement, entry of Final Judgment, or to Class Counsel's application for fees, costs, and expenses, in accordance with the procedure set forth in the Class Notice and mandated in this Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

21. Persons wishing to be heard at the Final Approval Hearing are required to file written comments or objections and indicate in their written comments or objections their intention to appear at the Final Approval Hearing. Settlement Class members need not appear at the hearing or take any other action to indicate their approval.

22. All members of the Settlement Class who do not personally and timely request to be excluded from the Class are enjoined from proceeding against the Defendants for the claims made in the Complaint.

Other Provisions

23. Upon approval of the settlement provided for in this Settlement Agreement, each and every time period and provision thereof shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

24. All reasonable costs incurred in notifying members of the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

The Honorable Leda D. Wettre
United States Magistrate Judge.

EXHIBIT E

COURT ORDERED LEGAL NOTICE

If You Were Admitted Into The Essex County Correctional Facility From May 15, 2013 To January 1, 2018 For a Non-Indictable Offense And Were Strip Searched Upon Arrival, You Could Get a Payment From a Class Action Settlement.

A settlement valued at up to \$5,687,500 has been proposed in a class action lawsuit about the strip search policies of the Essex County Correctional Facility (“ECCF”). If you meet the criteria explained below, you can share in this settlement.

The United States District Court for the District of New Jersey authorized this notice. The Court will have a hearing to decide whether to approve the settlement, so that the benefits may be paid.

Who’s Included?

You are a Class Member and could get benefits if (1) you were admitted into the ECCF from May 15, 2013 through January 1, 2018, (2) you were charged solely with a non-indictable offense (such as a disorderly persons offense, traffic infraction, and/or civil commitment), and (3) you were strip searched upon entry into the ECCF.

What’s This About?

Plaintiff claims in this lawsuit that Essex County illegally strip-searched individuals upon their admission to the Essex County Correctional Facility who were charged solely with non-indictable offenses (such as disorderly persons offenses, traffic infractions, and/or civil commitments), in violation of the unreasonable search provisions of the United States and New Jersey Constitutions. Essex County has denied those claims. The Court did not decide which side was right, but both sides agreed to the settlement to ensure a resolution and to provide benefits to the people who were affected.

What Does the Settlement Provide?

This is a proposed settlement of a class action lawsuit alleging that corrections officers employed at the Essex County Correctional Facility engaged in the strip searches of all individuals charged only with non-indictable offenses, such as summary violations, violations of probation for non-indictable crimes, traffic infractions, civil commitments or other minor crimes, including failure to pay fines, and were strip searched upon their entry into the Essex County Correctional Facility from May 15, 2013 until January 1, 2018. The proposed settlement does not include individuals who were charged with an indictable offense at the time of their

admission to the Essex County Correctional Facility, or who were not strip searched when they entered the Essex County Correctional Facility.

The settlement requires Essex County to pay up to \$5,687,500.00 into a Settlement Fund. Each Class Member, except those charged with non-indictable drug offenses, who submits a timely Claim Form will be entitled to a \$325.00 payment. Class Members incarcerated on non-indictable drug offenses will be entitled to a reduced payment of \$200.00. If a Class Member owes child support, their payment under this Settlement will be credited towards their child support debt.

How Do You Ask For A Payment?

A detailed Notice and Claim Form package contains everything you need. Just call 1-800-XXX-XXXX or visit the settlement website, **[INSERT]**, to get one. To qualify for a payment, you must send in a Claim Form. **Claim forms are due by [insert date], 2020.**

If you want to share in the settlement, all you need to do will be to obtain a Claim Form, as just explained, and return it according to its directions. If you don't want the settlement benefits or don't want to be legally bound by the settlement, you must exclude yourself by **[insert date] 2020**. If you exclude yourself, you can't get any benefits from this settlement, but you could bring a separate case against the defendants, if you want to. If you stay in the settlement, you may object to it by **[insert date] 2020**. The detailed notice, available by calling or visiting the website below, explains how to exclude yourself or object.

The court will hold a hearing in this case, *Sanchez v. Essex County* Civil No. 2:15-cv-03391 on _____, 2020 at _____ a.m., to consider whether to approve the settlement and a request by the lawyers representing all Class Members (Cuneo, Gilbert & LaDuca, LLP, The Law Offices of Elmer Robert Keach, III, PC, Amsterdam, NY; and Friscia & Associates, Newark, New Jersey) for attorneys' fees and costs. You may ask to appear at the hearing, but you don't have to. For more information, call toll free 1-800-000-0000, visit the settlement website **[INSERT]**, or write to Settlement, P.O Box X, City, State, 00000.

EXHIBIT F

non-indictable drug offenses will receive a reduced payment of \$200. If a Class Member owes child support, their payment under this Settlement will be credited towards their child support debt. Individuals who were admitted to the Essex County Correctional Facility on more than one occasion will only be allowed to file one claim against the Settlement Fund.

Attorneys' Fees, Costs, Administrative Expenses and Incentive Awards

Pursuant to the Settlement Agreement and applicable law, Class Counsel intend to seek from the Settlement Fund reimbursement for the costs advanced in the prosecution of this litigation and an award of attorneys' fees. Class Counsel will apply to the Court for an award of costs and attorneys' fees that will not exceed \$800,000.

Additionally, Class Counsel propose to allocate \$20,000 of the Settlement Fund to pay an incentive award to class representative Lazaro Sanchez, who, Class Counsel maintain, provided substantial assistance to them during the prosecution of this litigation.

Administrative expenses are estimated to total \$300,000. If the administrative expenses are less than the \$300,000 Initial Contribution, the balance will revert back to Essex County. If the administrative expenses exceed the estimated \$300,000, the excess will be paid at the end of the Claims Period from the Settlement Fund.

Court Approval

At the time of the final approval hearing, Class Counsel will detail to the Court the reasonable total number of Class Members who made valid claims under the Settlement and the final amount of the Settlement Fund. Subject to the Court's approval, all proceeds to Class Members will then be paid.

Dated:

Respectfully submitted,

Elmer Robert Keach, III
**LAW OFFICES OF ELMER ROBERT KEACH,
III, PC**
1040 Riverfront Center
Post Office Box 70
Amsterdam, NY 12010
Telephone: 518-434-1718
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Charles LaDuca
Alexandra C. Warren
CUNEO GILBERT & LADUCA, LLP
4725 Wisconsin Avenue NW
Suite 200
Washington, DC 20016
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Telecopier: 202-789-1813

Lawrence Friscia
Friscia & Associates
New Jersey Location
199 Wilson Avenue
Suite A
Newark, New Jersey 07105
Tel.: (973) 500-8024
Fax: (888) 809-3747

**ATTORNEYS FOR PLAINTIFF AND
THE SETTLEMENT CLASS**